



NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

RECORDATION NO. 9462-D June 23, 1983

JUN 21 1983 - 11 02 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed several originals of the document described below, to be recorded pursuant to Section 11303 of title 49 of the U.S. Code.

This document is a Supplemental Trust Agreement, a secondary document, dated as of May 12, 1983.

This one is 9462-D The primary document to which this document is connected is recorded under recordation no. 9462.

The names and addresses of the parties are:

Obligor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Trustee: Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60602

The Equipment covered by the document is described therein.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

A short summary of the document to appear in the index follows:

Supplemental Trust Agreement, dated as of May 12, 1983, to an Equipment Trust Agreement with Recordation No. 9462, between North American Car Corporation, and Continental Illinois National Bank and Trust Company of Chicago, as Trustee, restating the equipment covered in said Equipment Trust Agreement.

Very truly yours,


James M. Gillespie

9462-D
RECORDATION NO. 9462-D
FEB 14 1983

SUPPLEMENTAL TRUST AGREEMENT

JUN 27 1983 - 11 02 AM

Dated as of May 12, 1983

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL TRUST AGREEMENT dated as of May 12, 1983, between NORTH AMERICAN CAR CORPORATION (the "Company") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee (the "Trustee");

W I T N E S S E T H :

WHEREAS the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of June 20, 1978 (the "Trust Agreement"), providing for the issue of its 9½% Equipment Trust Certificates, First 1978 Series due June 30, 1998 (the "Trust Certificates"), in the aggregate principal amount of \$30,000,000, a true copy of which Trust Agreement is, if the Trustee so directs, annexed hereto as Appendix B, the terms and provisions of which Trust Agreement are incorporated by reference herein, and the definitions provided in said Trust Agreement are hereby extended to apply to all capitalized terms used herein and not otherwise herein defined; and

WHEREAS the Company desires to effect a substitution under the Trust Agreement for certain of the Trust Equipment which has become worn out, sold, unsuitable for use, lost or destroyed; and

WHEREAS the parties hereto desire to amend Attachment A to the Trust Agreement so as to give effect to such substitution;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid to it by the Trustee on execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

Attachment A to the Trust Agreement is hereby amended in its entirety to be and read as set forth in Appendix A hereto.

The Trustee accepts the provisions hereof but only upon the terms and conditions set forth in the Trust Agreement as amended hereby.

Except for the amendment of Attachment A as provided herein, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect. This Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Except for the amendment of Attachment A as provided herein, this Supplemental Trust Agreement shall not supersede, displace or invalidate any prior recordation of the Trust Agreement under any laws of any province of Canada. The Company is hereby appointed the agent of the Trustee for the purpose of taking delivery of any Equipment being delivered in substitution for Equipment, cash, or letters of credit being released in connection herewith.

The provisions of this Supplemental Trust Agreement and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. The Company hereby waives and releases all its rights, benefits, and protection given it by Sections 23 through 28 (both inclusive) of the Chattel Mortgage Act of the Province of British Columbia, and amendments thereto, and by Sections 19 through 24 (both inclusive) of the Sale of Goods on Condition Act of the Province of British Columbia, and amendments thereto.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplemental Trust Agreement to be executed by their respective officers, duly authorized, and have caused their respective corporate seals, duly attested, to be hereunto affixed, as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By

J. F. Compton
Vice President

ATTEST:

David M. Henderson
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Trustee

By

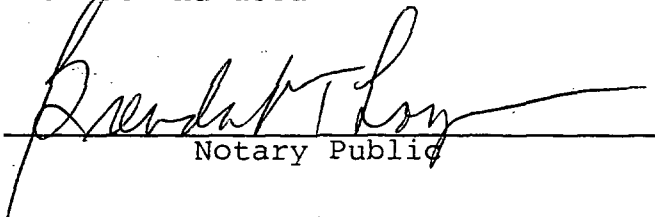
Donald W. Gay
Its VICE PRESIDENT

ATTEST:

George J. Leves
Its TRUST OFFICER

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 12th day of May, 1983, before me personally appeared James F. Compton, to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on May 12, 1983, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

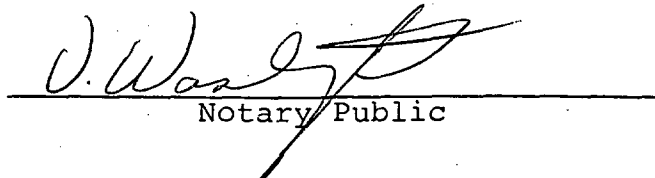
My Commission Expires:

July 21, 1986

(S E A L)

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 23RD day of JUNE, 1983, before me personally appeared DONALD W. ALFVIN, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association and that said instrument was on JUNE 23, 1983 signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My Commission Expires:

My Commission Expires July 2, 1984

(S E A L)

[illegible]

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COUNTY	SERIAL #	CAR INIT	RUNNING # FROM TO	CAR TYPE	MECH AND DESN CODE	TRUCK CAPACITY	DESCRIPTION
							NORTH AMERICAN CAR CORPORATION EQUIPMENT TRUSTS FIRST 1978 SERIES

PAGE

PAGE

APPENDIX A

NORTH AMERICAN CAR CORPORATION

EQUIPMENT TRUST
FIRST 1978 SERIES

PAGE

2

CUA#	SERIAL #		CAR		MECH	AAR	TRUCK	DESCRIPTION	DOT SPEC.	DOT SPEC.
	FROM	TO	INIT	RUNNING #						
					DESIGN	CODE	CAPACITY			
29	072338	072376	NAIX	072338	072376					
28	072378	072405	NAIX	072378	072405					
1	077025		NAIX	077025						
2	093657	093658	NAIX	093657	093658					
11	093675	093685	NAIX	093675	093685					
3	093688	093690	BM	093688	093690					
4	093691	093698	NAIX	093691	093698					
4	093699	093702	NAIX	093699	093702					
3	093703	093705	ATW	093703	093705					
4	093738	093742	NAIX	093738	093742					
4	093760	093771	NAIX	093760	093771					
5	093780	093784	NAIX	093780	093784					
3	478850	478882	NAIX	478850	478882					
104	478883	478986	NAIX	478883	478986					
13	478987	478999	NAIX	478987	478999					
5	479010	479054	NAIX	479010	479054					
19	479050	479114	NAIX	479050	479114					
19	479116	479166	NAIX	479116	479166					
9	479168	479176	NAIX	479168	479176					
10	479183	479202	NAIX	479183	479202					
10	479204	479253	NAIX	479204	479253					
13	479255	479267	NAIX	479255	479267					
59	479269	479367	NAIX	479269	479367					
31	479368	479359	NAIX	479368	479359					
2	489459	489500	NAIX	489459	489500					

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